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7 UNITED STATES DISTRICT COURT  
8 WESTERN DISTRICT OF WASHINGTON  
9 SEATTLE DIVISION

10 AMANDA SCHICK,

11 Plaintiff,

12 v.

13 STUDENT LOAN SOLUTIONS, LLC,

14 Defendant.

Civil Action No. 2:20-cv-01529-BJR

**DECLARATION OF WILLIAMS &  
FUDGE, INC. IN OPPOSITION TO  
PARTIAL SUMMARY JUDGMENT**

15  
16 Christopher P. Ruh declares as follows:

- 17 1. I am over eighteen years of age, of sound mind, and fully competent to make this  
18 declaration.
- 19 2. I am an authorized agent for and the Executive Vice President of Williams & Fudge,  
20 Inc. (“WFI”) and in that role, have full access to and personal knowledge of WFI’s  
21 business records, including those records Student Loan Solutions, LLC (“SLS”) stores  
22 on WFI servers and documents SLS acquired from its immediate predecessor in  
23 interest, Bank of America, N.A. (“Bank of America”). These records are regularly and  
24 contemporaneously created and maintained in the ordinary course of business. This  
25 declaration is based on my personal knowledge and my review of those records.

Declaration of Williams & Fudge, Inc.

PAGE 1

THE O’MEARA LAW OFFICE  
1602 VIRGINIA AVE  
EVERETT, WA 98201  
MICHAEL@OMEARALAWOFFICE.COM

- 1           3. WFI assists SLS in two capacities. WFI contracts with SLS to maintain any and all  
2           SLS records, including borrower loan documents, because of WFI's experience in  
3           student loan collections, and because of its sophisticated information technology  
4           infrastructure and its ability to safe-guard confidential material. WFI also assists SLS  
5           with the collection of accounts that SLS places with WFI.
- 6           4. On or about March 10, 2014, Bank of America placed a student loan account of  
7           Amanda L Schick ("Plaintiff"), with a balance of \$51,373.13 and a loan number ending  
8           in -3517, with WFI for collection. Attached hereto as **Exhibit A** is a true and correct  
9           copy (with appropriate privacy redactions) of WFI's Account Report for the account.  
10          See Exhibit A, SLS Document Production Bates 0013 for the placement identified in  
11          this paragraph.
- 12          5. On or about December 3, 2014, Bank of America placed the same account identified  
13          in paragraph 3 with WFI for collection. See Exhibit A, SLS Document Production  
14          Bates 0014.
- 15          6. WFI contacted Plaintiff about the account and Plaintiff agreed to make monthly  
16          payments on the account.
- 17          7. Plaintiff agreed to pay \$50.00 per month beginning on February 4, 2015. See Exhibit  
18          A, SLS Document Production Bates 0014.
- 19          8. WFI regularly communicated with Plaintiff about the Bank of America account,  
20          including sending Plaintiff correspondence with respect to payments.
- 21          9. Plaintiff made twenty consecutive monthly payments, with the first payment being  
22          made on February 4, 2015 and the last payment being made on September 6, 2016. See  
23          Exhibit A, SLS Document Production Bates 0014-0015.
- 24
- 25

1 10. Thereafter, Bank of America recalled the account from WFI and WFI stopped  
2 attempting to collect from Plaintiff.

3 11. In November 2017, SLS placed a student account of Plaintiff with WFI for collection.  
4 This was the same account which had been previously placed by Bank of America.  
5 The account number was the same and the outstanding balance was the same amount  
6 as the outstanding balance on the Bank of America account when Bank of America  
7 recalled the account.  
8

9 12. WFI contacted Plaintiff about the account.

10 13. WFI records show an inbound call from an individual claiming to be Plaintiff on  
11 January 8, 2018. The individual spoke to two WFI representatives, and each interaction  
12 was recorded. The recordings were created in the ordinary course of WFI's business  
13 and are stored on WFI's server.

14 14. I have reviewed the call recordings. Attached hereto as **Exhibit B** is a true and accurate  
15 copy (with appropriate privacy redactions) of a transcript of the calls. The transcript  
16 accurately states the content of the call recordings I reviewed.

17 15. WFI was ultimately unsuccessful in collecting the account for SLS so, at the request of  
18 SLS, WFI conducted an assessment of the account to determine whether it was suitable  
19 for placement with counsel to file a lawsuit.

20 16. WFI reviewed the documentation SLS received from Bank of America and which is  
21 stored on WFI's servers, including the Loan Request/Credit Agreement, Note  
22 Disclosure Statement, and Payment History. WFI also reviewed its internal notes,  
23 including payment history.  
24

25 17. Prior to placement with counsel, there are no notations anywhere in WFI's account

1 notes which would indicate that Plaintiff disputed the loan, either when it was owed to  
2 Bank of America or to SLS, and no notations anywhere in WFI's account notes which  
3 would indicate that Plaintiff did not receive the loan from Bank of America. To the  
4 contrary, WFI has telephone recordings in which Plaintiff acknowledge the loan. It is  
5 WFI's policy to record all borrower disputes in the account notes.

6  
7 18. Having reviewed all the relevant documentation and information, WFI determined that  
8 the account was suitable for placement with counsel to file a lawsuit. The account was  
9 then placed with counsel.

10 I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE UNITED  
11 STATES AND THE STATE OF WASHINGTON THAT THE FOREGOING IS TRUE AND  
12 CORRECT.

13 DATED this 2<sup>nd</sup> day of April, 2021 at Rock Hill, SC.

14   
15 Christopher P. Ruh

# **EXHIBIT A**



# Williams & Fudge

p 803.329.9791 | tt 1.800.849.9791

wfcorp.com

300 Chatham Avenue | PO Box 11590  
Rock Hill, SC 29731

SLS Document Production Bates 0012

Payment Report For Consumer



- SCHICK, AMANDA L

# Account Report for 9142

Run on 5/1/2020

SLS Document Production Bates 0013

Name: SCHICK, AMANDA L

Creditor Reference:

3517

Consumer Account Number	Transaction Type	Transaction Amount	Transaction Post Date	Creditor Short Name	Financial Bucket	Payment Location
3679142	CHARGE	\$0.00		8319	Interest	AGENCY
3679142	PLACEMENT	(\$51373.13)	3/10/2014	8319	Principal	AGENCY

# Account Report for 9150

Run on 5/1/2020

SL5 Document Production Bates 0014

Name: SCHICK, AMANDA L

Creditor Reference:

3517

Consumer Account Number	Transaction Type	Transaction Amount	Transaction Post Date	Creditor Short Name	Financial Bucket	Payment Location
3679150	CHARGE	\$0.00		6265	Interest	AGENCY
3679150	PLACEMENT	(\$51373.13)	12/3/2014	6265	Principal	AGENCY
3679150	PAYMENT	\$50.00	2/4/2015	6265	Principal	AGENCY
3679150	PAYMENT	\$50.00	3/4/2015	6265	Principal	AGENCY
3679150	PAYMENT	\$50.00	4/6/2015	6265	Principal	AGENCY
3679150	PAYMENT	\$50.00	5/4/2015	6265	Principal	AGENCY
3679150	PAYMENT	\$50.00	6/4/2015	6265	Principal	AGENCY
3679150	PAYMENT	\$50.00	7/6/2015	6265	Principal	AGENCY
3679150	PAYMENT	\$50.00	8/4/2015	6265	Principal	AGENCY
3679150	PAYMENT	\$50.00	9/4/2015	6265	Principal	AGENCY
3679150	PAYMENT	\$50.00	10/5/2015	6265	Principal	AGENCY
3679150	PAYMENT	\$50.00	11/4/2015	6265	Principal	AGENCY
3679150	CHARGE	\$0.00	12/9/2015	6265	Interest	AGENCY
3679150	PAYMENT	\$50.00	12/9/2015	6265	Principal	AGENCY
3679150	CHARGE	\$0.00	1/4/2016	6265	Interest	AGENCY
3679150	PAYMENT	\$50.00	1/4/2016	6265	Principal	AGENCY
3679150	CHARGE	\$0.00	2/4/2016	6265	Interest	AGENCY
3679150	PAYMENT	\$50.00	2/4/2016	6265	Principal	AGENCY
3679150	CHARGE	\$0.00	3/4/2016	6265	Interest	AGENCY
3679150	PAYMENT	\$50.00	3/4/2016	6265	Principal	AGENCY
3679150	CHARGE	\$0.00	4/4/2016	6265	Interest	AGENCY



3679150	PAYMENT	\$50.00	4/4/2016	6265	Principal	AGENCY
3679150	CHARGE	\$0.00	5/4/2016	6265	Interest	AGENCY
3679150	PAYMENT	\$50.00	5/4/2016	6265	Principal	AGENCY
3679150	CHARGE	\$0.00	6/6/2016	6265	Interest	AGENCY
3679150	PAYMENT	\$50.00	6/6/2016	6265	Principal	AGENCY
3679150	CHARGE	\$0.00	7/5/2016	6265	Interest	AGENCY
3679150	PAYMENT	\$50.00	7/5/2016	6265	Principal	AGENCY
3679150	CHARGE	\$0.00	8/4/2016	6265	Interest	AGENCY
3679150	PAYMENT	\$50.00	8/4/2016	6265	Principal	AGENCY
3679150	CHARGE	\$0.00	9/6/2016	6265	Interest	AGENCY
3679150	PAYMENT	\$50.00	9/6/2016	6265	Principal	AGENCY

# Account Report for 6139423

Run on 5/1/2020

SL5 Document Production Bates 0016

Name: SCHICK, AMANDA L

Creditor Reference:

3517

Consumer Account Number	Transaction Type	Transaction Amount	Transaction Post Date	Creditor Short Name	Financial Bucket	Payment Location
6139423	CHARGE	\$0.00		11191	Interest	AGENCY
6139423	PLACEMENT	(\$49203.56)	11/8/2017	11191	Principal	AGENCY
6139423	PLACEMENT	(\$1169.57)	11/8/2017	11191	Interest	AGENCY
6139423	PLACEMENT	\$0.00	11/8/2017	11191	Collection Fee	AGENCY
6139423	PLACEMENT	\$0.00	11/8/2017	11191	CourtCost	AGENCY
6139423	PLACEMENT	\$0.00	11/8/2017	11191	Late Fee Bucket	AGENCY
6139423	PLACEMENT	\$0.00	11/8/2017	11191	Other	AGENCY

# **EXHIBIT B**

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UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF WASHINGTON AT SEATTLE

AMANDA SCHICK, Consumer

v.

STUDENT LOAN SOLUTIONS, LLC

CASE #2-20-cv-01529-BJR

AUDIO RECORDINGS

DATE OF RECORDINGS:

1/8/2018

PERSONS RECORDED:

Person 1 AMANDA SCHICK, Consumer ("Ms. Schick")  
Person 2 REPRESENTATIVES OF WILLIAMS & FUDGE, INC.  
("WFI REP")

(Two Separate Recordings Transcribed)

**AMANDA SCHICK vs STUDENT LOAN SOLUTIONS**  
**Phone Calls on 01/08/2018**

1 (Recording #1)

2 WFI REP: This is Fabrese (phonetic). How can I  
3 help you?

4 MS. SCHICK: Hi. I am calling regarding an email I  
5 received about a debt I have.

6 WFI REP: One moment, please. Your name, please?

7 MS. SCHICK: Amanda Schick.

8 WFI REP: Now, Ms. Schick, I do need to let you  
9 know I am on a recorded line.

10 MS. SCHICK: Okay.

11 WFI REP: And let me see, uh, can you hold one  
12 moment, please?

13 MS. SCHICK: Yep.

14 (End of recording #1)

15 =====

16 (Recording #2)

17 WFI REP: Thanks for holding. This is Doug.

18 MS. SCHICK: Hi, I was calling regarding a debt I  
19 wanted to resolve, or attempt to, like, set up payments or  
20 something for it.

21 WFI REP: Yeah, absolutely. Who am I speaking  
22 with?

23 MS. SCHICK: This is Amanda Schick.

24 WFI REP: Yeah, Amanda, if you could, just date of  
25 birth for me?

1 MS. SCHICK: Uh, [REDACTED]/1983.

2 WFI REP: Appreciate that. Just need to let you  
3 know this is communication from a debt collector in attempt  
4 to collect a debt. Any information obtained will be used for  
5 that purpose, call recorded. And my name's Doug Kearse, here  
6 at Williams & Fudge, represent Student Loan Solutions. We  
7 have now acquired your defaulted student loan with Bank of  
8 America.

9 MS. SCHICK: Okay.

10 WFI REP: So we got a balance, placed on November  
11 8th, \$50,373.13, that is scheduled to report to your credit.  
12 So, how did you want to get this handled?

13 MS. SCHICK: Um, so, I, I'm not sure. I have it --  
14 initially, I was set up on payments. I was making monthly  
15 payments towards it.

16 WFI REP: Uh-huh.

17 MS. SCHICK: Um, and I'm not sure. They had  
18 stopped, um, hitting my account --

19 WFI REP: Uh-huh.

20 MS. SCHICK: -- and so, I assumed things had been  
21 resolved because the payments had stopped going through,  
22 which is why I haven't been paying on it.

23 WFI REP: Right.

24 MS. SCHICK: Um, so I'm wondering can I get set up  
25 on monthly payments again? Would that be possible?

1           WFI REP: Yeah, so let me do this, um, first time  
2 that we've actually spoke. Again, I'm your account rep  
3 moving forward. Let me just update your file and then we can  
4 dive into some options, uh, that you actually might not be  
5 aware of, um, that you are eligible for. Um, best --

6           MS. SCHICK: Okay.

7           WFI REP: -- number to reach you, is that the  
8 number that we're speaking on now?

9           MS. SCHICK: Yes, it is.

10          WFI REP: Okay. And just going forward, if you're  
11 unavailable, can we leave you a voicemail specifically  
12 disclosing information about your debt?

13          MS. SCHICK: Yes, that will be fine.

14          WFI REP: All right. And what's a good email  
15 address to put on file for you?

16          MS. SCHICK: Um, the one that I received it at, the  
17 [REDACTED] --

18          WFI REP: Gotcha.

19          MS. SCHICK: At gmail.

20          WFI REP: Perfect. And then lastly, we've got  
21 physical address on file, 2711 West Powell Boulevard?

22          MS. SCHICK: That is correct.

23          WFI REP: Gotcha. And then, we've got an apartment  
24 number; it looks like 186?

25          MS. SCHICK: That is correct.

**AMANDA SCHICK vs STUDENT LOAN SOLUTIONS**  
**Phone Calls on 01/08/2018**

1           WFI REP: All right, perfect. I appreciate you  
2 doing that. All right. So, what were you hoping to make  
3 towards this monthly?

4           MS. SCHICK: Um, so right now, I'm really in a  
5 financially --

6           WFI REP: Uh-huh.

7           MS. SCHICK: -- tight spot.

8           WFI REP: Right.

9           MS. SCHICK: And I was wondering if -- is there any  
10 way that I could do, like, a lesser, small amount, like, \$25  
11 to \$50 at this point? Um, I, it's a small amount towards it,  
12 but it's something.

13          WFI REP: Well, no, and, and I completely  
14 understand. Unfortunately, not without a down payment. Um,  
15 you know, we would need a significant down payment in order  
16 to get you approved for that. Um, but what I was going to  
17 ask is, now that we're involved there are some settlement  
18 options that you're, you know, eligible for. Is there  
19 anybody in the picture that would be able to co-sign on the  
20 loan or possibly get a lump sum and we can knock a, a chunk  
21 off and pay it in full?

22          MS. SCHICK: No, not at this point.

23          WFI REP: Okay, because yeah, that, that would be  
24 the only option I could secure monthly payments for that  
25 without at least half the balance down.



**AMANDA SCHICK vs STUDENT LOAN SOLUTIONS**  
**Phone Calls on 01/08/2018**

1 MS. SCHICK: Yeah, and there's, you know --

2 WFI REP: Yeah.

3 MS. SCHICK: -- would I have that?

4 WFI REP: Yeah, right. And it does like we are  
5 scheduled to report this this month, um, to your credit going  
6 forward.

7 MS. SCHICK: So, what options do I have, then, if I  
8 don't -- I, I can't do monthly payments, I obviously don't  
9 have the ability to co-sign a loan. Like, what --

10 WFI REP: So, there's nobody that you can --

11 MS. SCHICK: -- what options --

12 WFI REP: -- reach out to?

13 MS. SCHICK: No.

14 WFI REP: Yeah, because like I said, they're,  
15 they're wanting the full balance. I do have the ability to  
16 negotiate a settlement, um, normally starts at around 80  
17 percent. Um, but you know, if there's something that you can  
18 come up with, I can take that to them, um, and, you know, see  
19 if we can at least save you some money. But it would need to  
20 be paid in full.

21 MS. SCHICK: No, I --

22 WFI REP: (Indiscernible)

23 MS. SCHICK: -- don't, I definitely don't -- yeah,  
24 I don't have that ability at all.

25 WFI REP: Okay.

**AMANDA SCHICK vs STUDENT LOAN SOLUTIONS**  
**Phone Calls on 01/08/2018**

1                   MS. SCHICK: Like, I have \$100 in my bank account  
2 right now --

3                   WFI REP: Right.

4                   MS. SCHICK: -- to last me 'til the end of this  
5 month. Like, I'm, I'm in the poor working-class girl. I  
6 have no money.

7                   WFI REP: No, no, and I completely understand. Um,  
8 but like I said, you know, even if you were to put down  
9 payment, um, towards this, you know, it, you're looking at  
10 four months, or four years and that's, you know, right around  
11 \$1,000 a month. And that --

12                  MS. SCHICK: (Indiscernible)

13                  WFI REP: -- would be the lowest without anything  
14 down.

15                  MS. SCHICK: And I can't do that. So, what, what  
16 options do I have, then? Like, I don't --

17                  WFI REP: That, that's it. Like I said, it's --

18                  MS. SCHICK: So, what does, so what does that mean,  
19 then? You said that you're going to report it to my credit.  
20 What does that mean when you forward them? Like, what, what  
21 all year? What does that look like? What, what's going to  
22 happen? Because, obviously, I can't pay it, so what does  
23 that mean?

24                  WFI REP: Well, no, exactly. I mean, it's going to  
25 remain here, like I said. We'll update your file, continue

**AMANDA SCHICK vs STUDENT LOAN SOLUTIONS**  
**Phone Calls on 01/08/2018**

1 to report 'til there's a resolution on this. Um, but like I  
2 said, you know, I can send you a list of lenders, which I  
3 would encourage any friends or family that we have we've had  
4 some success with. Um, because basically -- and also what we  
5 can do is I can extend the settlement, you know, um, 80  
6 percent over three months to (indiscernible) --

7 MS. SCHICK: But again, that's not even, that's not  
8 even a feasible option for me.

9 WFI REP: Well, and you've got to understand.  
10 Yeah, this has been, been outstanding since looks like, what,  
11 2014?

12 MS. SCHICK: Yeah. And like I said, I was making  
13 payments --

14 WFI REP: Right.

15 MS. SCHICK: -- and then, those payments stopped  
16 which, I had assumed that the, the debt had resolved because  
17 those payments had just stopped.

18 WFI REP: Uh-huh.

19 MS. SCHICK: And I didn't -- this is the first time  
20 that I've seen anything specific regarding that.

21 WFI REP: Uh-huh.

22 MS. SCHICK: So, that's why I'm kind of like, I  
23 don't -- I understand the debt is outstanding, but at this  
24 point, this is the first time I've seen anything specific  
25 regarding this. And so, I'm trying to resolve it, but I

**AMANDA SCHICK vs STUDENT LOAN SOLUTIONS**  
**Phone Calls on 01/08/2018**

1    don't --

2                   WFI REP:   Yes.

3                   MS. SCHICK:  -- but you're telling me there are no  
4   options for me.

5                   WFI REP:   Yeah, there, there are.

6                   MS. SCHICK:  So --

7                   WFI REP:   Like I said, it's just, you know, we, we  
8   can't do \$50 a month on a balance this size that's been  
9   outstanding for, for quite sometime now.  So, I am willing to  
10  negotiate the settlement over three months, okay?  I can send  
11  you a list of lenders again that more than likely would be  
12  credit, they just need the co-signer.  Uh, but just stating  
13  that you can only do 50, that, that's just not acceptable to  
14  the client.  So --

15                  MS. SCHICK:  Would (sighs) -- what would be an  
16  amount that would be acceptable?  Obviously, like you said, a  
17  thousand dollars, I can't do that.  But what would be  
18  something you -- is there something between that that might  
19  be more feasible for me that would be an option that we could  
20  work out?

21                  WFI REP:   Well, I mean -- and, absolutely.  I  
22  mean, I can negotiate that with you.  But you're stating  
23  that, you know, you can only do 50.  I don't want to set  
24  something up monthly that's going to come back either  
25  returned or declined.  And that's not doing my client or

**AMANDA SCHICK vs STUDENT LOAN SOLUTIONS**  
**Phone Calls on 01/08/2018**

1   yourself any good as well.

2               MS. SCHICK:   No.

3               WFI REP:   You know, so like I said, you know, even  
4   if you could come up with half the balance and we could  
5   stretch that over three years, I can try to get that -- or  
6   three months, I'm sorry, I can try to get that approved.  And  
7   that was going to save you over \$25,000 if they approve it.  
8   You know, we've got that flexibility to talk about a lump  
9   sum, which is, you know, preferred at this point.  I'm just  
10  confused on why you're saying you don't have anybody that  
11  possibly I could reach out to discuss with that would --

12              MS. SCHICK:   Uh-huh.

13              WFI REP:   -- be willing to co-sign.

14              MS. SCHICK:   Yeah, I -- I'm independent --

15              WFI REP:   And you don't.

16              MS. SCHICK:   -- on my own.  I don't have, I don't  
17  have family who, who's able to help support me, I don't.

18              WFI REP:   And nothing you can borrow against --

19              MS. SCHICK:   I (indiscernible) --

20              WFI REP:   -- as far as a home equity loan or  
21  anything --

22              MS. SCHICK:   No, I don't.

23              WFI REP:   -- like that?

24              MS. SCHICK:   No.

25              WFI REP:   Yeah.  You know, because I, I would

**AMANDA SCHICK vs STUDENT LOAN SOLUTIONS**  
**Phone Calls on 01/08/2018**

1 definitely encourage that route. Because now that we do have  
2 that flexibility that you didn't have prior, um, when it was  
3 with Bank of America. Because if approved, like I said,  
4 that's going to save you a huge chunk, um, you know. It's a  
5 long run up this, instead of setting up for \$50 or \$100 for,  
6 for years on down the road.

7 MS. SCHICK: And you, and, and you're  
8 (indiscernible) --

9 WFI REP: Right.

10 MS. SCHICK: -- but that's not. It's -- I don't  
11 have that option --

12 WFI REP: Uh-huh.

13 MS. SCHICK: -- available to me. Like, I can try  
14 to seek a loan out on my own to try to consolidate it, but I  
15 don't know if that's --

16 WFI REP: And I --

17 MS. SCHICK: -- available to me.

18 WFI REP: And I would, I mean --

19 MS. SCHICK: I don't have anybody.

20 WFI REP: I would say start there, um, because then  
21 that's going to show effort on your end. Um, then, what I  
22 can do is negotiate, you know, something, uh, more suitable  
23 to you. Those monthly payments, if you how that you have  
24 extended those efforts to get this resolved in a lump sum,  
25 I'd be more than willing to do that. And I can send you an

**AMANDA SCHICK vs STUDENT LOAN SOLUTIONS**  
**Phone Calls on 01/08/2018**

1 email with a list of lenders that we've had success with our  
2 students. Um, you know, you might not need a co-signer. You  
3 might get approved yourself. I mean, best case scenario, we  
4 can get you approved for a, for a settlement over three  
5 months and get this thing out of here. Um, so --

6 MS. SCHICK: But even with a settlement over three  
7 months for that amount, like, that's just not, that's not  
8 feasible, financially, for me either. So, like, I hear  
9 you're saying --

10 WFI REP: That's why I'm saying --

11 MS. SCHICK: -- that there's options --

12 WFI REP: -- that's what --

13 MS. SCHICK: -- that are feasibly financial, so --

14 WFI REP: But you haven't, you haven't tried to  
15 borrow. That's what I'm, I'm asking. If you can show  
16 efforts where you were denied, um, you know, best case  
17 scenario, you're approved. And then, we can at least use  
18 that as a down payment and lower your monthly payments until  
19 your financial situation changes. But we've got to show some  
20 sort of effort, as far as getting this thing paid. At that  
21 point, then we can renegotiate smaller, monthly payments, you  
22 know, if you can show it in a letter. But I've got to show  
23 some sort of effort on your end, you know, to fully set up  
24 monthly payments without a down payment.

25 MS. SCHICK: Okay.

**AMANDA SCHICK vs STUDENT LOAN SOLUTIONS**  
**Phone Calls on 01/08/2018**

1           WFI REP: So that, that's why I'm encouraged as to  
2 borrow, um, whether three, through a credit union. I'm not  
3 sure who you have a relationship with, as far as a bank. Is  
4 it a credit union or?

5           MS. SCHICK: No. It's one of the, the major  
6 banking institutions.

7           WFI REP: Yes. And I would encourage you go that  
8 route too. Um, they're a lot more lenient and, um, you know,  
9 and had more success with students going that route. Um, you  
10 know, you might not need a co-signer to them. And then,  
11 obviously, we can put something towards this and then, get  
12 you a monthly payment until you're able to just go ahead and  
13 pay it off.

14          MS. SCHICK: Okay. And so, I guess my next  
15 question is, so if that doesn't work if I'm not able --

16          WFI REP: Uh-huh.

17          MS. SCHICK: -- to get a loan --

18          WFI REP: Right.

19          MS. SCHICK: -- then, what is the next step?

20          WFI REP: Yeah, absolutely. Then, what I will need  
21 is just a copy of that denial letter so we can put that on  
22 file, um, okay? And then, we can renego-, renegotiate  
23 monthly payments, because at least you've shown that you  
24 tried to, to get a lump sum. And then, we can set you up on  
25 something that, you know, is suitable to my client as well



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1 as, you know, something that's in your budget until your  
2 financial situation changes. And then, I can set you up on  
3 payments.

4 MS. SCHICK: Okay. Oh, yes, if you could send me  
5 that list, that would be --

6 WFI REP: Yeah, absolutely.

7 MS. SCHICK: -- absolutely great.

8 WFI REP: And, and a name --

9 MS. SCHICK: Um, what is --

10 WFI REP: Go ahead.

11 MS. SCHICK: I'm sorry, go ahead.

12 WFI REP: Yeah, and I know you're frustrated. I  
13 want to work with you, but like I said, you know, this, this  
14 option of, of possibly, you know, 80 percent or below or  
15 coming up with something that, you know, that they, you know,  
16 might approve that you didn't have prior with Bank of  
17 America. I would definitely, especially if you have the  
18 chance to save, you know, close to half the balance, um, you  
19 know, in the long run, I would extend that effort,  
20 absolutely.

21 MS. SCHICK: Okay.

22 WFI REP: Um, but yeah, I will send that email to  
23 you now. I'll update your file, okay? Um, again, my, I'm  
24 your account rep and that email will have my direct contact  
25 information, okay?

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1 MS. SCHICK: Okay.

2 WFI REP: Yep, did you have --

3 MS. SCHICK: Um, what is the timeline that I'm  
4 looking at for this? Because I, I guess I need to know,  
5 like, how much flexibility do I have in making these  
6 decisions in looking into the loan, stuff like that?

7 WFI REP: Yeah, and there's not one because, you  
8 know, obviously, they're wanting the balance today. Um, but  
9 I can put a temporary hold as long as you stay in good  
10 communication with me. Just you, you know, keep me updated  
11 with the progress. You can do that even via email. Um, and  
12 I can keep a temporary hold on this and let our client know  
13 that you are, you know, making those efforts to get a loan.  
14 And then, at that point, we can set those monthly payments  
15 up.

16 MS. SCHICK: Okay.

17 WFI REP: Okay?

18 MS. SCHICK: Okay.

19 WFI REP: All right, yep. So I will send that to  
20 you once we get off the phone.

21 MS. SCHICK: Okay, great.

22 WFI REP: All right, sure.

23 MS. SCHICK: Thank you so much for your help.

24 WFI REP: Thanks, Amanda.

25 MS. SCHICK: Bye.

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(End of recording #2)

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1 CERTIFICATION

2 I, Rhonda Twiner Lyle, do hereby certify  
3 that I typed the transcript "Amanda Schick v. Student  
4 Loan Solutions, LLC, Case #2-20-cv-01529-BJR" taken  
5 on January 8, 2018 by two, separate audio recordings,  
6 and that to the best of my ability, this is an  
7 accurate transcription of what was recorded at that  
8 time and place. I further certify that I am not  
9 connected by blood, marriage, or employment with any  
10 of the parties herein nor interested directly or  
11 indirectly in the matter transcribed.

12

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14



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RHONDA TWINER LYLE

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March 19, 2021

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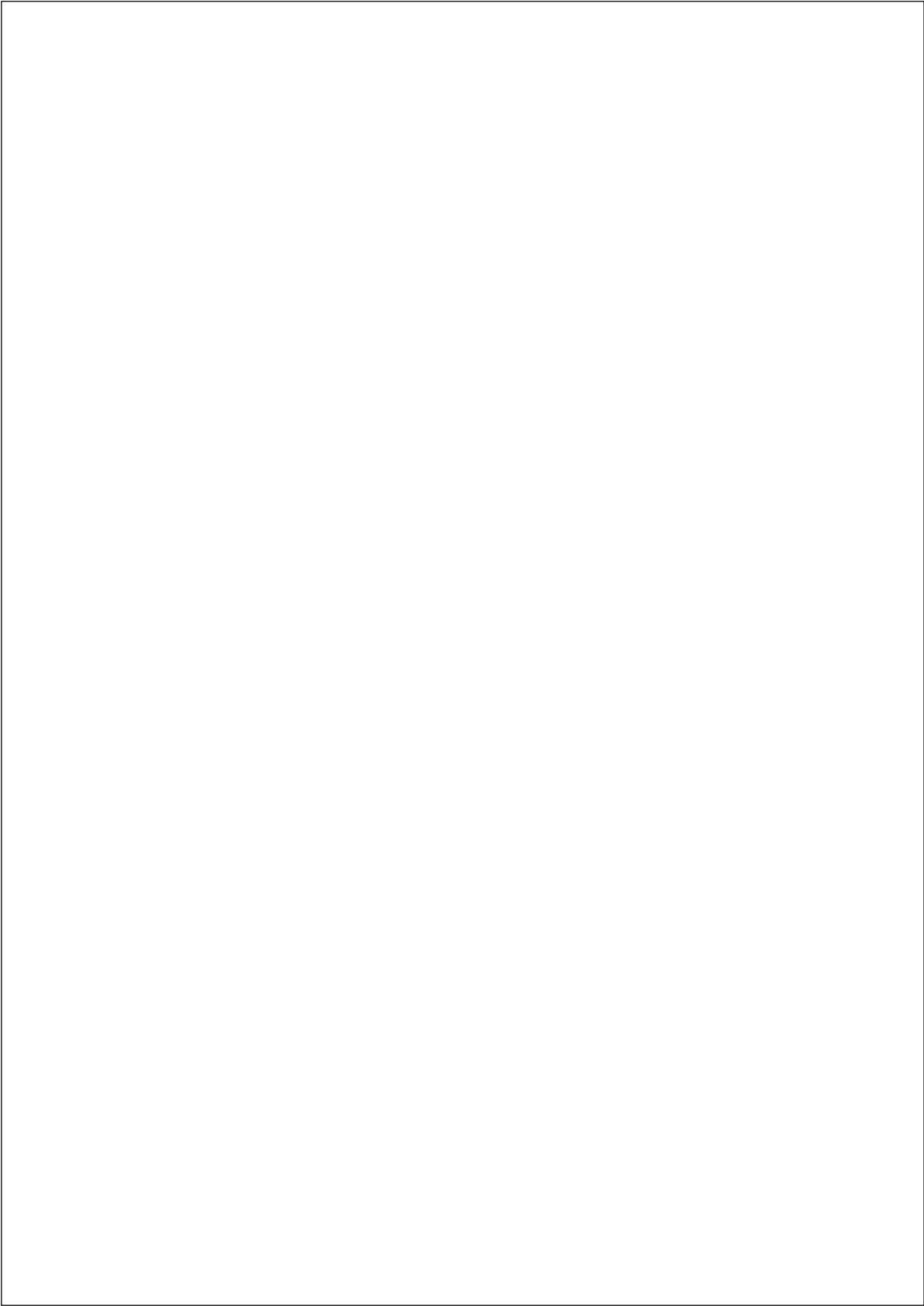
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